



CITY COUNCIL AGENDA

COUNCIL MEETING WILL BE ONLINE ONLY

Due to the COVID-19 precautions, the Council Meeting will be held online and is planned to be cablecast on Verizon 21, Comcast 71 and 996 and streamed to www.greenbeltmd.gov/municipaltv.

Resident participation:

Join Zoom Meeting

[https://us02web.zoom.us/j/86908731112?](https://us02web.zoom.us/j/86908731112?pwd=OEVWVjE5Ym9DM0RxSzBHZGNuQzgvQT09)

pwd=OEVWVjE5Ym9DM0RxSzBHZGNuQzgvQT09

Passcode: 736144

OR

Join By phone: (301) 715-8592

Meeting ID: 869 0873 1112

Passcode: 736144

Monday, November 23, 2020

8:00 PM

I. ORGANIZATION

1. Call to Order
2. Roll Call
3. Meditation and Pledge of Allegiance to the Flag
4. Consent Agenda - Approval of Staff Recommendations (Items on the Consent Agenda [marked by *] will be approved as recommended by staff, subject to removal from the Consent Agenda by Council.)
5. Approval of Agenda and Additions

II. COMMUNICATIONS

6. Presentations

6a. Recognition Group - Update from Chesapeake Education, Arts, and Research Society (CHEARS) on Environmental Program

Suggested Action:

CHEARS is a non-profit organization that works on projects organized by volunteers to support efforts to foster the health of the Chesapeake Bay Watershed region. Maggie Cahalan, CHEARS Co-founder, and Caroyln Lambright-Davis, Environmental Educator, will present to Council an update on their environmental program during the Covid-19 pandemic.

6b. Introduction of City Planner

Suggested Action:

Terri Hruby will introduce the new City Planner, Ms. Holly Simmons.

6c. Small Business Saturday Proclamation

Suggested Action:

November 28, 2020 has been designated as Small Business Saturday. Charise Liggins, the City's Economic Development Coordinator will be present to accept the proclamation and give an overview on this year's plans.

[SBS2020.proc.pdf](#)

6d. Native American Heritage Month

Suggested Action:

Tonight, the City of Greenbelt will proclaim the month of November as Native American Heritage Month. This year's theme for Native American Heritage Month is Sovereignty is Sacred: Sharing Our Rights and Cultures.

[NAHM.proc.pdf](#)

7. Petitions and Requests

*8. * Minutes of Council Meetings

Suggested Action:

9. Administrative Reports

*10. * Committee Reports

III. LEGISLATION

11. Eviction Freeze Ordinance
- 2nd Reading, Adoption

Suggested Action:

Reference: Proposed Ordinance

On November 5th Council held a Public Hearing and Work Session on the proposed Eviction Freeze Ordinance with the residents. It was also a discussion to introduce legislation to freeze rent increases and late fees. Legislation for those topics will be introduced and adopted at tonight's meeting.

In Council's packet is the proposed Eviction Freeze Ordinance, which temporarily prohibits landlords from filing for Evictions for failure to pay rent only.

Mayor Byrd introduced this ordinance for first reading at the November 9th Regular Council meeting. It is recommended the ordinance be introduced for second reading and considered for adoption tonight.

[GB Eviction Freeze.pdf](#)

12. Rent Increase Freeze Ordinance
- 1st Reading, Suspension of the Rules
- 2nd Reading, Adoption

Suggested Action:

Reference: Proposed Ordinance

In Council's packet is the proposed Rent Increase Freeze Ordinance, which temporarily prohibits landlords from increasing the rent on tenants for apartment complexes or ownership of apartments of more than ten units.

Mayor Byrd requests the consideration, suspension of the rules for adoption tonight.

Note: Per Council's Standing Rules, six (6) votes in the affirmative are needed in order to suspend the rules.

[GB Rent Freeze Ordinance.pdf](#)

13. Late Fee Freeze Ordinance
 - 1st Reading, Suspension of the Rules
 - 2nd Reading, Adoption

Suggested Action:

Reference: Proposed Ordinance

In Council's packet is the proposed Late Fee Freeze Ordinance, which temporarily prohibits landlords from imposing any late fees on rent and tenants for apartment complexes or ownership of apartments of more than ten units.

Mayor Byrd requests the consideration, suspension of the rules for adoption tonight.

Note: Per Council's Standing Rules, six (6) votes in the affirmative are needed in order to suspend the rules.

[GB Late Fee Ordinance.pdf](#)

IV. OTHER BUSINESS

14. Consent to Hire Legal Representation regarding Maglev

Suggested Action:

Reference: Agreement

The City of Greenbelt, Maryland has solicited law firms for consideration as the legal advisor to the City on matters related to the proposed Superconducting Magnetic Levitating Train (SCMaglev or Maglev) and the widening of Interstate-495 and the Baltimore-Washington Parkway projects. The City has expressed opposition to the Maglev and highway widening projects, given concern regarding impacts on both public and private property.

On November 18 Council had a discussion to consider legal representation to assist and advise the City on environmental issues and the Draft Environmental Impact Statement for the Baltimore-Washington Superconducting Maglev Project.

Included in Council's packet is the agreement from Jill Grant & Associates outlining legal services and fees. It is recommended that Council authorize the City Manager to execute the agreement.

[2020-11-19\(1\) Draft Engagement Letter for City of Greenbelt.docx.pdf](#)

15. Police Substation Lease with Beltway Plaza Shopping Center

Suggested Action:

Reference: Lease Agreement

The Greenbelt Police Department proposes to enter into a lease agreement with Greenbelt Mall Limited Partnership T/A Beltway Plaza Shopping Center for the purpose of establishing a police substation.

The goal of the substation is to continue to build community relations. The substation will provide another way to have police officers engaged in the community in a non-enforcement capacity. There is also adequate space for other police officers to use the resources available inside the office and meet with citizens as needed.

The space is already set up to meet the needs of the department, as the space was previously used as a police substation.

The City will not incur a charge for the use of the space, as the fees have been waived by Greenbelt Mall Limited Partnerships.

[Lease Agreement.pdf](#)

16. 2021 Legislative Program

Suggested Action:

Reference:

Draft Legislative Program for 2021

2020 Legislative Program Summary

Each year in December, the Council holds a Legislative Dinner with the City's State and County representatives to present and outline the City's top legislative priorities. This year, the meeting will be virtual due to the pandemic. Staff is working to identify a date in late December or early January.

Included in Council's packet is a proposed Legislative Program for 2021. Staff is recommending a short list of priorities. Given the pandemic and State budget shortfalls, staff would not recommend seeking a list of items which require funding.

The recommended priorities are:

- Greenbelt Road Streetscape Improvements
- Greenbelt Metro Station Improvements
- Statewide Police Reform
- Oppose Bureau of Engraving and Printing Facility
- Block the Maglev Train Routes through Greenbelt and Prince George's County
- Oppose Maryland's takeover and privatization of the B/W Parkway
- Oppose Beltway Widening

Staff strongly suggests that the City's 2021 priorities be limited to a small number because it is better to present a concise, manageable package of initiatives to our

State and County representatives. Based on Council's action on this item, staff will develop appropriate background materials. Staff will also email the summary to State and County legislators in advance of the meeting with legislators.

Council direction is sought. (DEM)

[Draft Legislative Program for 2021.pdf](#)

[2020 Legislative Program Summary.pdf](#)

17. Coronavirus Relief Spending

Suggested Action:

Mayor Pro Tem Jordan requested this item be added to the agenda.

18. Council Activities

19. Council Reports

V. MEETINGS

Meetings

[meetings.pdf](#)

Stakeholders

[Stakeholder Schedule.pdf](#)

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Presentations

Agenda Section: COMMUNICATIONS

Subject:

Presentations

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Presentations

Agenda Section: COMMUNICATIONS

Subject:

Recognition Group - Update from Chesapeake Education, Arts, and Research Society (CHEARS) on Environmental Program

Suggested Action:

CHEARS is a non-profit organization that works on projects organized by volunteers to support efforts to foster the health of the Chesapeake Bay Watershed region. Maggie Cahalan, CHEARS Co-founder, and Caroyln Lambright-Davis, Environmental Educator, will present to Council an update on their environmental program during the Covid-19 pandemic.

Attachments:

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Terri Hruby

Submitting Department: Administration

Item Type: Presentations

Agenda Section: COMMUNICATIONS

Subject:

Introduction of City Planner

Suggested Action:

Terri Hruby will introduce the new City Planner, Ms. Holly Simmons.

Attachments:

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Proclamation

Agenda Section: COMMUNICATIONS

Subject:

Small Business Saturday Proclamation

Suggested Action:

November 28, 2020 has been designated as Small Business Saturday. Charise Liggins, the City's Economic Development Coordinator will be present to accept the proclamation and give an overview on this year's plans.

Attachments:

[SBS2020.proc.pdf](#)

PROCLAMATION

WHEREAS, the City of Greenbelt, Maryland, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, they represent 99.9% of all firms with paid employees in the United States, are responsible for 65.1% of net new jobs created from 2000 to 2019; and

WHEREAS, small businesses employ 47.1% of the employees in the private sector in the United States, 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business, 65% of U.S. small business owners said it would be most helpful to their business to have their “regulars” return and start making purchases again, and three-quarters of U.S. consumers are currently looking for ways to Shop Small® and support their community; and

WHEREAS, 96% of consumers who shopped on Small Business Saturday® agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

WHEREAS, 95% of consumers who shopped on Small Business Saturday reported the day makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season; and

WHEREAS, the City of Greenbelt, Maryland supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Colin A. Byrd, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim, November 28, 2020, as:

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 23rd day of November 2020.

COLIN A. BYRD, Mayor

ATTEST:

Bonita Anderson, City Clerk

PROCLAMATION

WHEREAS, Native American Indians are descendants of the original, indigenous inhabitants of what is now the United States, the first Americans; and

WHEREAS, the Native Americans were the first stewards of our environment, contribute to the unique identity of the Pacific Northwest, represented the early voices for the values that define our Nation; and

WHEREAS, Native American Indians maintain vibrant cultural heritage, rich traditions and hold a deeply rooted sense of community; and

WHEREAS, we cannot ignore nor erase the consequences of our country's long and unfortunate history of violence, discrimination, and deprivation of the Native Americans –but we can commit to working together for a bright future; and

WHEREAS, the City acknowledged through social media the second Monday of October to be Indigenous Peoples' Day as an opportunity to reflect upon the ongoing struggles of Indigenous people of this land, to celebrate the thriving cultures and values of the Indigenous Peoples of our region, and to stand in solidarity with Indigenous peoples elsewhere; and

NOW, THEREFORE, I, Colin A. Byrd, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim, November, as:

NATIVE AMERICAN HERITAGE MONTH

the City of Greenbelt strongly encourages our staff and community to observe, recognize, and celebrate the culture, heritage, and contributions of Native Americans to our country, our state, and our cities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 23rd day of November 2020.

COLIN A. BYRD, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section: LEGISLATION

Subject:

Eviction Freeze Ordinance

- 2nd Reading, Adoption

Suggested Action:

Reference: Proposed Ordinance

On November 5th Council held a Public Hearing and Work Session on the proposed Eviction Freeze Ordinance with the residents. It was also a discussion to introduce legislation to freeze rent increases and late fees. Legislation for those topics will be introduced and adopted at tonight's meeting.

In Council's packet is the proposed Eviction Freeze Ordinance, which temporarily prohibits landlords from filing for Evictions for failure to pay rent only.

Mayor Byrd introduced this ordinance for first reading at the November 9th Regular Council meeting. It is recommended the ordinance be introduced for second reading and considered for adoption tonight.

Attachments:

[GB Eviction Freeze.pdf](#)

Introduced: Mayor Byrd
1st Reading: November 9, 2020
Passed:
Posted:
Effective:

ORDINANCE NUMBER XXXX

CITY OF GREENBELT EVICTION FREEZE ORDINANCE

WHEREAS, the spread of COVID-19 is likely to result in loss of work and loss of income for some residents of Greenbelt, which may impact their ability to pay for rental housing, potentially resulting in loss of housing due to eviction; and

WHEREAS, as result of the tremendous hardship which many residents of Greenbelt have suffered as a result of the recent health and economic events; and

WHEREAS, the City of Greenbelt adopts this temporary Ordinance to assist those residents of Greenbelt with their rental issues, on a temporary basis. NOW, THEREFORE,

BE IT ORDAINED the City Council of Greenbelt adopts this Eviction Freeze to provide that between the date of this adoption and December 31, 2021, that there shall be an Eviction Freeze during this time which landlords are prohibited from filing for Evictions for failure to pay rent only. This Ordinance does not apply to any other potential cause of action other than failure to pay rent. As indicated, this Ordinance shall last for a period as stated herein to assist tenants and shall automatically expire as of the date indicated herein. Waivers of this Ordinance may be reviewed by the City Council. Landlords who violate this Ordinance shall be subject to a separate municipal violation of Five Hundred (\$500.00) Dollars for each day for each separate violation.

BE IT FURTHER ORDAINED by the City Council for the City of Greenbelt that rental apartment complexes and/or property managers shall provide the Greenbelt planning department and Greenbelt CARES department by the 5th of every month, a report as to the number of tenants within the apartment complex within the City of Greenbelt, that are 60 days or more behind on rent payments. Said report may be sent by email in the customary format for such data by the apartment complex and/or property manager.

BE IT FURTHER ORDAINED by the Council of the City of Greenbelt that this ordinance shall become effective immediately upon its passage.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of _____, 2020.

Colin A. Byrd, Mayor

ATTEST:
Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: LEGISLATION

Subject:

Rent Increase Freeze Ordinance

- 1st Reading, Suspension of the Rules
- 2nd Reading, Adoption

Suggested Action:

Reference: Proposed Ordinance

In Council's packet is the proposed Rent Increase Freeze Ordinance, which temporarily prohibits landlords from increasing the rent on tenants for apartment complexes or ownership of apartments of more than ten units.

Mayor Byrd requests the consideration, suspension of the rules for adoption tonight.

Note: Per Council's Standing Rules, six (6) votes in the affirmative are needed in order to suspend the rules.

Attachments:

[GB Rent Freeze Ordinance.pdf](#)

Introduced:
1st Reading:
Passed:
Posted:
Effective:

ORDINANCE NUMBER XXXX

CITY OF GREENBELT RENT INCREASE FREEZE ORDINANCE

WHEREAS, the spread of COVID-19 is likely to result in loss of work and loss of income for some residents of Greenbelt, which may impact their ability to pay for rental housing; and

WHEREAS, as result of the tremendous hardship which many residents of Greenbelt have suffered as a result of the recent health and economic events; and

WHEREAS, the City of Greenbelt adopts this temporary Ordinance to assist those residents of Greenbelt with their rental issues, on a temporary basis. NOW, THEREFORE,

BE IT ORDAINED the City Council of Greenbelt adopts this Rent Increase Freeze to provide that between the date of this adoption and December 31, 2021, that there shall be a Rent Increase Freeze during this time which landlords are prohibited from increasing the rent on tenants for apartment complexes or ownership of apartments of more than 10 units. As indicated, this Ordinance shall last for a period as stated herein to assist tenants and shall automatically expire as of the date indicated herein. Waivers of this Ordinance may be reviewed by the City Council. Landlords who violate this Ordinance shall be subject to a separate municipal violation of Five Hundred (\$500.00) Dollars for each day for each separate violation.

BE IT FURTHER ORDAINED by the Council of the City of Greenbelt that this ordinance shall become effective immediately upon its passage.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of _____, 2020.

Colin A. Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: LEGISLATION

Subject:

Late Fee Freeze Ordinance

- 1st Reading, Suspension of the Rules
- 2nd Reading, Adoption

Suggested Action:

Reference: Proposed Ordinance

In Council's packet is the proposed Late Fee Freeze Ordinance, which temporarily prohibits landlords from imposing any late fees on rent and tenants for apartment complexes or ownership of apartments of more than ten units.

Mayor Byrd requests the consideration, suspension of the rules for adoption tonight.

Note: Per Council's Standing Rules, six (6) votes in the affirmative are needed in order to suspend the rules.

Attachments:

[GB Late Fee Ordinance.pdf](#)

Introduced:
1st Reading:
Passed:
Posted:
Effective:

ORDINANCE NUMBER XXXX

CITY OF GREENBELT LATE FEE FREEZE
ORDINANCE

WHEREAS, the spread of COVID-19 is likely to result in loss of work and loss of income for some residents of Greenbelt, which may impact their ability to pay for rental housing; and

WHEREAS, as result of the tremendous hardship which many residents of Greenbelt have suffered as a result of the recent health and economic events; and

WHEREAS, the City of Greenbelt adopts this temporary Ordinance to assist those residents of Greenbelt with their rental issues, on a temporary basis. NOW, THEREFORE,

BE IT ORDAINED the City Council of Greenbelt adopts this Late Fee Freeze to provide that between the date of this adoption and December 31, 2021, that there shall be a Late Fee Freeze during this time which landlords are prohibited from imposing any late fees on rent on tenants for apartment complexes or ownership of apartments of more than 10 units. As indicated, this Ordinance shall last for a period as stated herein to assist tenants and shall automatically expire as of the date indicated herein. Waivers of this Ordinance may be reviewed by the City Council.

BE IT FURTHER ORDAINED by the City Council of the City of Greenbelt that Landlords who violate this Ordinance shall be subject to a separate municipal violation of Two Hundred (\$200.00) Dollars for each day for each separate violation.

BE IT FURTHER ORDAINED by the Council of the City of Greenbelt that this ordinance shall become effective immediately upon its passage.

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of _____, 2020.

Colin A. Byrd, Mayor

ATTEST:

Bonita Anderson, City Clerk

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Consent to Hire Legal Representation regarding Maglev

Suggested Action:

Reference: Agreement

The City of Greenbelt, Maryland has solicited law firms for consideration as the legal advisor to the City on matters related to the proposed Superconducting Magnetic Levitating Train (SCMaglev or Maglev) and the widening of Interstate-495 and the Baltimore-Washington Parkway projects. The City has expressed opposition to the Maglev and highway widening projects, given concern regarding impacts on both public and private property.

On November 18 Council had a discussion to consider legal representation to assist and advise the City on environmental issues and the Draft Environmental Impact Statement for the Baltimore-Washington Superconducting Maglev Project.

Included in Council's packet is the agreement from Jill Grant & Associates outlining legal services and fees. It is recommended that Council authorize the City Manager to execute the agreement.

Attachments:

[2020-11-19\(1\) Draft Engagement Letter for City of Greenbelt.docx.pdf](#)



November 19, 2020

City Council
City of Greenbelt
25 Crescent Road
Greenbelt, MD 20770

Re: Legal Services

Dear Councilmembers:

Thank you for selecting us to provide legal services to the City of Greenbelt (“City”) on environmental matters, as described in the Scope of Services below. The purpose of this Engagement Letter (“Agreement”) is to confirm the terms of our representation.

1. Scope of Services

The City is hiring Jill Grant & Associates, LLC (“JG&A”) to provide legal assistance and advice on environmental issues generally, and specifically to provide advice to the City regarding the Draft Environmental Impact Statement (“DEIS”) for the Baltimore-Washington Superconducting Maglev Project, which is expected to be released in early 2021, and to review and draft comments on the DEIS on behalf of the City.

2. JG&A’s Duties

- a. Generally.** JG&A will take reasonable steps to keep the City informed of progress and to respond to the City’s inquiries. As legal counsel to the City, all communications between JG&A and the City shall remain confidential unless the City directs otherwise. JG&A will be responsible for the professional quality, accuracy, and coordination with the City of all legal services and work product furnished under this Agreement.
- b. City’s Representative.** In performing services under this Agreement, JG&A will work at the direction of and as authorized by the City or by any person authorized in writing by the City.
- c. Conflicts of Interest.** While this Agreement is in effect, JG&A will not seek, accept, or receive employment of any character hostile to or conflicting with the interests of the City, except as authorized by the City in advance in writing.

- d. Attorney Qualifications.** JG&A warrants that all attorneys who are or may be associated with JG&A during the term of this Agreement are fully licensed members in good standing of the District of Columbia Bar or of the jurisdiction in which they practice and, to the best of JG&A's knowledge, no disciplinary proceedings are pending or unresolved against any of said attorneys in any state or jurisdiction of the United States or its territories. Jill Grant is eligible for admission to the Bar of Maryland as an experienced attorney licensed to practice in another jurisdiction and will apply for admission without examination immediately upon execution of this Agreement. None of said attorneys has been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.

3. City's Duties

The City will deal with JG&A honestly, provide full cooperation, ensure that JG&A has all necessary information required to conduct the Scope of Services described in Paragraph 1 of this Agreement, keep JG&A informed of any developments concerning that Scope of Services, reimburse JG&A in a timely manner as provided in Paragraphs 4-6 of this Agreement, and generally abide by all provisions of this Agreement.

4. Legal Fees

During the term of this Agreement, the City agrees to compensate JG&A for its services based on its hourly rates plus any applicable gross receipts or comparable tax. The City will be charged for the time actually devoted by JG&A to this matter including, by way of illustration, telephone conferences with the City, its employees, and other attorneys; factual investigation; document review; legal research; drafting letters, applications, briefs, and other documents; and travel time.

The services provided by JG&A will be compensated at the following hourly rates:

Jill E. Grant	\$350
Senior Associates (6 years +) (Mary Clemmensen and Ian Fisher)	\$220
Mid-Level Associates (3-5 years)	\$190
Junior Associates (1-3 years)	\$180
Paralegals	\$120

Rates will automatically increase by five dollars (\$5.00) per hour each calendar year. The parties may amend this Agreement to adjust this amount in a writing signed by both parties. No rate change will be made during calendar year 2021.

5. Expenses

In addition to the payment of fees, the City will reimburse JG&A for out-of-pocket expenses incurred by JG&A on the City's behalf in performing services under this Agreement. Such expenses include without limitation duplicating costs, computerized research charges, postage, court filing fees, Federal Express and similar delivery charges, travel, meals and lodging incidental to the performance of this Agreement, if applicable, and other similar expenses. Such expenses do not include JG&A's general operating expenses, including all clerical services. JG&A will not incur any substantial expense without the City's advance approval.

6. Billing Statements

JG&A will send the City on a monthly basis itemized billing statements detailing the work performed and fees and expenses incurred in the previous month. Payment of fees and expenses listed in each billing statement is due within thirty (30) days after the date of the statement. Any amount not paid on or before the due date shall bear interest at a rate equal to five percent (5%) per annum. Interest shall be calculated on the unpaid balance on a daily basis from the date payment was first due to the date payment is received. If the City fails to pay fees, including any interest, when due, JG&A may cease performing services until a satisfactory arrangement is made for payment of outstanding statements and future statements.

7. Experts and Consultants

The City recognizes that it may be necessary to hire consultants and experts to assist with the services performed under this Agreement. When JG&A determines that consultants or experts are needed, JG&A will so advise the City and will assist the City in identifying and selecting them.

8. Fee Disputes

Any dispute arising under this Agreement that is not resolved by the parties within 180 days of notice by a party of a dispute may be submitted for binding resolution to the D.C. Bar's Attorney/Client Arbitration Board or any other forum that the parties may agree to use if and when a dispute arises.

9. Effective Date, Term, and Termination

This Agreement shall take effect on the date executed by both parties and shall remain in effect unless terminated earlier by either party. The City may terminate JG&A's representation at any time, for any reason, by giving thirty (30) days' advance written notice. JG&A may terminate its representation of the City, also upon thirty (30) days' advance written notice, for breach of the terms of this Agreement and in accordance with the District of Columbia Rules of Professional

Conduct and any applicable rules of court. The termination of this Agreement by either the City or JG&A does not affect the City's responsibility to compensate JG&A according to the terms of this Agreement for legal services rendered and out-of-pocket expenses incurred before termination. Upon termination of this Agreement, whether at or prior to the term of this Agreement, all unpaid fees and expenses shall immediately become due and payable.

10. Notices

Notices to the City and to JG&A under this Agreement will be provided in writing and delivered by mail, facsimile, or electronic mail (in PDF format) to the respective parties at the following addresses:

For JG&A:

Jill E. Grant
Jill Grant & Associates, LLC
1319 F Street, Suite 300
Washington, DC 20004
Telephone: 202-821-1950
Email: jgrant@jillgrantlaw.com

For the City:

[Name]
[address]
Telephone: [insert]
Email: [insert]

11. Documents

All documents obtained and generated by JG&A as a result of services to the City under this Agreement shall be and will remain the property of the City and shall not be donated to or used by others without the City's approval. This provision shall not impair JG&A's right to retain possession of all documents until all charges due under this Agreement have been paid. JG&A will maintain such documents for at least three years after representation of the City under this Agreement is concluded. The City has the right to request such documents during such representation or for a period of three years after this matter is concluded. JG&A has the right to scan or copy such documents, at JG&A's cost, before providing them to the City. JG&A also has the right to destroy such documents three years after representation is concluded without giving notice to the City.

12. Entire Agreement

This Agreement constitutes the only and final agreement between the City and JG&A with respect to the terms of our representation and supersedes any and all prior written or oral agreements between the parties. It may only be amended or modified by another written agreement signed by the parties hereto.

13. Severability

If any provision of this Agreement is held to be unenforceable, either in whole or in part, for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. Authority and Understanding

Each party represents that the person executing this Agreement on such party's behalf is duly authorized by all necessary and appropriate action to enter into this Agreement. Each party represents that it has read and understands this Agreement.

If you have any questions about the terms of this Agreement, please let me know. Otherwise, if this letter correctly sets forth the terms of our engagement, please sign and date it in the appropriate spaces below and return a copy to me.

We greatly appreciate the opportunity to be of assistance and look forward to working with you.

Very truly yours,

Jill Elise Grant

JILL GRANT & ASSOCIATES, LLC

AGREED: _____
[Name]

Date: _____

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Richard Bowers

Submitting Department: Greenbelt Police

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Police Substation Lease with Beltway Plaza Shopping Center

Suggested Action:

Reference: Lease Agreement

The Greenbelt Police Department proposes to enter into a lease agreement with Greenbelt Mall Limited Partnership T/A Beltway Plaza Shopping Center for the purpose of establishing a police substation.

The goal of the substation is to continue to build community relations. The substation will provide another way to have police officers engaged in the community in a non-enforcement capacity. There is also adequate space for other police officers to use the resources available inside the office and meet with citizens as needed.

The space is already set up to meet the needs of the department, as the space was previously used as a police substation.

The City will not incur a charge for the use of the space, as the fees have been waived by Greenbelt Mall Limited Partnerships.

Attachments:

[Lease Agreement.pdf](#)

**GB MALL LIMITED PARTNERSHIP
4912 DEL RAY AVENUE
BETHESDA, MARYLAND 20814**

Temporary Non-Exclusive License Agreement

TEMPORARY NON-EXCLUSIVE LICENSE AGREEMENT (“Agreement”) made this _____ day of _____, 2020, by and between **GB MALL LIMITED PARTNERSHIP T/A BELTWAY PLAZA SHOPPING CENTER**, Licensor and **THE CITY OF GREENBELT**, Licensee.

1. **Non-exclusive License:** Licensee’s use of the License Area is subject to periodic use of the License Area by the Licensor as described herein.
2. **License Fee:** Waived
3. **License Area:** Space #10A (labeled with signage as “Police Substation”) at Beltway Plaza Mall, 6000 Greenbelt Road, Greenbelt, MD 20770 (the “Mall” or the “Shopping Center”), which License Area consists of a space having an area of approximately 474 square feet, as shown on Exhibit “A” attached hereto and made a part hereof.
4. **Term of License:** December 1, 2020 thru December 31, 2021.
5. **Use:** Licensee’s use shall be as a Greenbelt Police Department Substation with customary uses such as report writing, interviewing and conferences.
6. **Utilities:** Licensor shall be responsible for and pay for all charges for heat, water, gas, electricity or any other utility used or consumed in the License Area.
7. **Condition:** The License Area is equipped with a restroom, an exterior rear entrance with a combination alarm, a mall concourse entrance with key access and miscellaneous furniture. Licensee to take the License Area in “as is/where as” condition with all faults.
8. **Commencement Date:** December 1, 2020.
9. **Respective Maintenance Obligations:** Licensor shall clean the License Area each evening and be responsible for maintaining the doors, plumbing, heat and lighting. Licensee is required to keep the License Area clean and free from its trash and debris.
10. **Permits:** Licensee is responsible for obtaining any necessary license or permit and further is responsible to comply with any governmental regulation or ordinance applicable to the use as stated in Paragraph 5 of this Agreement.
11. **Days/Hours of Operation:** Licensee shall have access to and may utilize the License Area 24/7/365, subject to Licensor’s periodic use. Licensor’s periodic use may consist of security meetings, tenant meetings, leasing meetings, resident meetings redevelopment

- professionals' team meetings, marketing meetings and maintenance meetings. Licensor shall provide Licensee with 24 hours' advance notice of Licensor's contemplated use.
12. **Notice:**
- a. **To Licensor:**
 - i. Via email to: David Sullivan dsullivan@quantumco.net
 - ii. With a copy to: Nate Wesley nwesley@quantumco.net
 - b. **To Licensee:**
 - i. Via email to: Chief of Police Richard Bowers rbowers@greenbeltmd.gov
 - ii. With a copy to: Capt. Tim White twhite@greenbeltmd.gov
13. **Termination:** Licensor or Licensee may terminate this Agreement upon fifteen (15) days' notice.
14. **Relationship with Beltway Plaza Security:** Control of the Greenbelt Police Officers using the License Area shall be wholly within the control of the City of Greenbelt Chief of Police; while, security for the Shopping Center shall be within the control of the Beltway Plaza Security Department, which would operate independently. While a cooperative relationship will be fostered and maintained, Greenbelt Police Officers will at no time be under the direction and management of Licensor.
15. **Regulations/Prohibitions re Use of License Area:**
- a. A Greenbelt Police Officer shall be present whenever the License Area is in use by Licensee. No Sub-Licensees shall be permitted with respect to the License Area.
 - b. Licensee's personnel shall observe COVID-19 health and safety protocols at all times while in the Mall and in the License Area.
 - c. Licensor is not responsible for property of the Licensee or that of the Licensee's personnel.
 - d. Licensee is solely responsible for landline telephone, WIFI and internet access, as desired.
 - e. Licensee shall not store weapons of any kind in the License Area.
 - f. The following personnel of Licensor shall have key, alarm combination and access to the License Area, when the License Area is not in use by Licensee:
 - i. Nate Wesley;
 - ii. Felix Fuentes;
 - iii. David Sullivan;
 - iv. Janubi Devendra; and
 - v. Kap Kapastin
 - g. Licensee shall have three (3) marked and dedicated parking spaces in the parking lot by the rear entry to the License Area.
 - h. Greenbelt Police Officers shall endeavor to exercise sign in and sign out procedures at the Security Dispatch Desk in the Mall office regarding occupancy of the License Area.
 - i. The License Area shall be used as a custody or holding facility for no more than 90 minutes maximum on any single occasion.

16. **Changes to this Temporary Non-exclusive License Agreement:**

Changes to this Agreement shall be in writing and effective upon execution and delivery by both parties hereto.

Upon execution hereof, it constitutes the full Agreement between the parties.

ACCEPTED:

Licensor:

**GB Mall Limited Partnership
t/a Beltway Plaza Shopping Center
By: GB Mall, Inc., Its General Partner**

DATE: _____

By: _____(SEAL)
Frederic K. Wine, President

Licensee:

The City of Greenbelt

DATE: _____

By: _____(SEAL)

Print Name and Title

EXHIBIT "A" DESCRIPTION OF LICENSE AREA

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: David Moran

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

2021 Legislative Program

Suggested Action:

Reference:

Draft Legislative Program for 2021

2020 Legislative Program Summary

Each year in December, the Council holds a Legislative Dinner with the City's State and County representatives to present and outline the City's top legislative priorities. This year, the meeting will be virtual due to the pandemic. Staff is working to identify a date in late December or early January.

Included in Council's packet is a proposed Legislative Program for 2021. Staff is recommending a short list of priorities. Given the pandemic and State budget shortfalls, staff would not recommend seeking a list of items which require funding.

The recommended priorities are:

- Greenbelt Road Streetscape Improvements
- Greenbelt Metro Station Improvements
- Statewide Police Reform
- Oppose Bureau of Engraving and Printing Facility
- Block the Maglev Train Routes through Greenbelt and Prince George's County
- Oppose Maryland's takeover and privatization of the B/W Parkway
- Oppose Beltway Widening

Staff strongly suggests that the City's 2021 priorities be limited to a small number because it is better to present a concise, manageable package of initiatives to our State and County representatives. Based on Council's action on this item, staff will develop appropriate background materials. Staff will also email the summary to State and County legislators in advance of the meeting with legislators.

Council direction is sought. (DEM)

Attachments:

[Draft Legislative Program for 2021.pdf](#)

[2020 Legislative Program Summary.pdf](#)

CITY OF GREENBELT 2021 DRAFT LEGISLATIVE PROGRAM SUMMARY

LEGISLATIVE PRIORITIES

■ **GREENBELT ROAD STREETSCAPE IMPROVEMENTS**

Fund the SHA Streetscape Improvement Program on Greenbelt Road (MD 193). An Urban Land Institute (ULI) Technical Assistance Panel (TAP) of regional experts met in June 2018 and issued a report. SHA summarized the status of the project in a June 2019 report.

■ **GREENBELT METRO STATION IMPROVEMENTS**

- Improve station infrastructure
- Increase funding for pedestrian/bike trail connection to Greenbelt Station
- Upgrade to a full interchange

■ **STATEWIDE POLICE REFORM**

Enact statewide policing reforms and repeal/amend the Law Enforcement Officer's Bill of Rights.

■ **OPPOSE BUREAU OF ENGRAVING & PRINTING FACILITY AT THE BELTSVILLE AGRICULTURAL RESEARCH CENTER**

The Bureau of Engraving and Printing seeks to build a new facility located on a parcel at the BARC that would replace their facility in DC. The City opposes this proposal.

■ **BLOCK THE MAGLEV TRAIN ROUTES THROUGH GREENBELT AND PRINCE GEORGE'S COUNTY**

Both proposed alignments would run through Greenbelt. This project negatively impacts Greenbelt and the County with little benefit to our residents. The City opposes this effort.

■ **OPPOSE TRANSFER AND POTENTIAL PRIVATIZATION OF THE BALTIMORE-WASHINGTON PARKWAY**

Governor Hogan has proposed transferring the B-W Parkway from the Federal Government to Maryland and widening it. The City opposes this effort.

■ **OPPOSE BELTWAY WIDENING**

This proposed public-private partnership would add managed toll lanes through some type of public-private arrangement. The City opposes this effort.

CITY OF GREENBELT 2020 LEGISLATIVE PROGRAM SUMMARY

LEGISLATIVE PRIORITIES

■ **OPPOSE BUREAU OF ENGRAVING & PRINTING FACILITY AT THE BELTSVILLE AGRICULTURAL RESEARCH CENTER**

The Bureau of Engraving and Printing seeks to build a new facility located on a parcel at the BARC that would replace their facility in DC. The City opposes this proposal.

■ **GREENBELT ROAD STREETSCAPE IMPROVEMENTS**

Fund the SHA Streetscape Improvement Program on Greenbelt Road (MD 193). An Urban Land Institute (ULI) Technical Assistance Panel (TAP) of regional experts met in June 2018 and issued a report. SHA summarized the status of the project in a June 2019 report.

■ **GREENBELT METRO STATION IMPROVEMENTS**

- Improve station infrastructure
- Increase funding for pedestrian/bike trail connection to Greenbelt Station
- Upgrade to a full interchange

■ **INCREASE M-NCPPC FUNDING FOR CITY RECREATION PROGRAMS**

The City receives \$234,000 annually from M-NCPPC to help support City Recreation programs. This funding level has not increased since FY 2013. City taxpayers pay approximately \$1.7 Million in M-NCPPC Recreation Fund taxes.

■ **BOND BILL FOR RECREATION AMENITIES AT GREENBELT STATION**

Provide a State Bond Bill for recreational amenities at Greenbelt Station.

■ **REPLACE SIDEWALKS ON STATE ROADS**

Include funds in the State Budget for SHA to replace and maintain sidewalks along State roads.

■ **STATEWIDE BAN ON PLASTIC STRAWS**

Prohibit plastic straws statewide due to their negative impact on the environment.

- **OPPOSE TRANSFER AND POTENTIAL PRIVATIZATION OF THE BALTIMORE-WASHINGTON PARKWAY**

Governor Hogan has proposed transferring the B-W Parkway from the Federal Government to Maryland and widening it. The City opposes this effort.

- **OPPOSE BELTWAY WIDENING**

This proposed public-private partnership would add managed toll lanes through some type of public-private arrangement. The City opposes this effort.

- **BLOCK THE MAGLEV TRAIN ROUTES THROUGH GREENBELT AND PRINCE GEORGE'S COUNTY**

Both proposed alignments would run through Greenbelt. This project negatively impacts Greenbelt and the County with little benefit to our residents. The City opposes this effort.

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS

Subject:

Coronavirus Relief Spending

Suggested Action:

Mayor Pro Tem Jordan requested this item be added to the agenda.

Attachments:

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: MEETINGS

Subject:

Meetings

Suggested Action:

Attachments:

[meetings.pdf](#)

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

11/20/2020 12:16 PM

City Council Meetings & Work Sessions November – December



Regular Meeting	Mon.	11/23	8:00 pm
Work Session – No Meeting Scheduled	Wed.	11/25	8:00 pm
Work Session – County Executive Alsobrooks, (Virtual)	Mon.	11/30	8:00 pm
Work Session – TBD	Wed.	12/02	8:00 pm
Work Session - Combined Properties/Greenway Center (stakeholder)	Mon.	12/07	8:00 pm
Work Session – NASA Goddard Facility Update, (Virtual)	Wed.	12/09	8:00 pm
Hanukkah	Fri. – Fri.	12/11 - 12/18	
Regular Meeting	Mon.	12/14	8:00 pm
Work Session – Franklin Park at Greenbelt Station, (stakeholder)	Wed.	12/16	7:00 pm
Work Session – Public Education on Collective Bargaining Process, (tentatively), (Virtual)	Mon.	12/21	8:00 pm
Work Session – TBD	Wed.	12/23	8:00 pm
Christmas Eve	Thurs.	12/24	
Christmas	Fri.	12/25	
Kwanzaa	Sat. – Fri.	12/26- 01/01	
Work Session – TBD	Mon.	12/28	8:00 pm
Work Session – TBD	Wed.	12/30	8:00 pm
New Year's Eve	Thurs	12/31	

- Councilmembers will present reports on conferences, meetings and events as the last item of business at Monday Work Sessions.

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use MD RELAY at 711 or e-mail banderson@greenbeltmd.gov to reach the City Clerk. Due to the COVID-19 precautions, the Council Meetings will be held online and is planned to be cablecast on Verizon 21, Comcast 71, and 996 and streamed to www.greenbeltmd.gov/municipalTV. Unless otherwise noted, Council meetings will be virtually by zoom. Zoom meeting information for public participation is posted on the City's website at www.greenbeltmd.gov on the meetings calendar.

Bonita Anderson, City Clerk

A NATIONAL HISTORIC LANDMARK

(301) 474-8000

fax (301) 441-8248
www.greenbeltmd.gov

MD RELAY 711

CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891

11/20/2020 12:16 PM

Ready to be scheduled:

BARC/BEP Meeting (*include: Beltsville & Vansville Associations, FAR-B, Congressman Hoyer, etc.*)
MARC Train Service/ MDOT
NCOZ/Arts & Entertainment District
Potential Bond Referendum/Capital Financing Cemetery Plans
Forest Preserve/Community Gardens (Jan. 4, 21)
WSSC
Pepco
University of Maryland (*UMD President is scheduled to attend the Four Cities Meeting in College Park*)
Bernard Penney (*Memorial Donation in honor of Leonie Penney*)
Greenbelt Fair and Just Policing Act of 2020
Juneteenth
Parke Crescent Apartment Complex
MNCPPC (*to discuss zoning*)
Budget Updates (*Dec. or Jan.*)
Department of Public Works and Transportation (*Bikeshare*)
SCMaglev
Comcast

For later scheduling:

Zoning Enforcement
Parkway Apartment Owners/GHI (*parking*)
Northway Fields Master Plan
City Manager Updates (Jan, Pre-budget; July & Sept/Oct)
Meeting with County on Transportation Plan
Hotels
Department of Permitting, Inspections & Enforcement (DPIE)
Museum Plan
Apartments

City Council Agenda Item Report

Meeting Date: November 23, 2020

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: MEETINGS

Subject:

Stakeholders

Suggested Action:

Attachments:

[Stakeholder Schedule.pdf](#)

Annual														
Advisory Group Chairs	3/16	2/17	7/18	7/19	6/20									
Franklin Park at Greenbelt Station Mgmt.	8/16	11/17	12/18	12/19										
Greenbelt East Advisory Coalition	3/16	7/17	3/19	6/20										
Greenbelt Homes, Inc.	6/16	7/17	7/18	7/19	10/20									
Greenbelt Station	8/19	12/19	8/20											
County Executive/ County Council	12/13	9/16	1/19	8/20										
Biennial														
Roosevelt Center Merchants	11/16	1/18	1/20											
Beltsville Ag. Research Center/ NPS Greenbelt Park	03/14	7/16	8/18											
	7/15	1/18	1/20											
Beltway Plaza	9/14	3/17	9/20											
Greenway Center	7/14	12/16	2/19											
Civic Associations	8/14	2/18	8/20											
NASA/GSFC	3/15	3/17	9/19											
PG Co. Economic Development Corp.	8/14	4/17	7/19											
School Board	2/16	5/17	10/18	3/19	9/20									
State Highway Administration	6/15	10/17	11/20											
Every Three Years														
Apartments	2/18													
Religious/Spiritual Organizations	3/13	6/15	6/19											
Greenbelt Watershed Groups	8/14	10/16	10/19											
Hotels														
University of Maryland	3/13	4/15												
Every Three Years or Major Issue														
Comcast	9/13	11/17												
Verizon	2/20													
PEPCO	9/14	1/17												
WSSC	12/12	9/16												
WGL	12/17													
Capital Office Park	12/12	1/16	9/19											
Other Business Parks:														
Maryland Trade Center														
Golden Triangle														
Hanover Parkway														
Belle Point														
Edmonston Road														
WMATA/PGDPW&T (Semi-Annual)	11/16	9/17	11/18	1/20										

Other/As Needed														
M-NCPPC/Planning Board (Major Issue)	6/06	7/14	10/19											
Business Coffee (Every Four Months)	10/17	2/18	8/18	11/18	2/19	5/19	8/19	12/19	3/20	8/20	11/20			
State's Attorney (4 years)	2/11	4/15	9/19											
Roosevelt Center Owner	9/15	8/20												

(Rev. November 5, 2020)